N-O-T-I-C-E

ALL BLACK AND FEMALE EMPLOYEES ARE HEREBY ADVISED OF THE TERMS OF THE "CONSENT DECREE" SIGNED JOINTLY BY THE UNITED STATES OF AMERICA, I.B.E.W. LOCAL 1288, PRIVATE PLAINTIFFS AND THE MEMPHIS LIGHT, GAS AND WATER DIVISION.

A COPY OF SAID "CONSENT DECREE" IS ATTACHED PLUS A COURT ORDER WHICH SHOULD BE READ BY ALL CONCERNED.

THE DIVISION'S OFFICIALLY APPOINTED E.E.O. PERSONNEL ARE LISTED AS FOLLOWS:

1. E. E. O. OFFICER: Mr. Glenn H. Turpin (Director of Personnel)
2. E. E. O. COORDINATOR: Mr. Alvin J. Kruse Jr. (Supervisor of Employment and Records)
3. AFFIRMATIVE ACTION COORDINATOR: Mr. Ananias Dixon

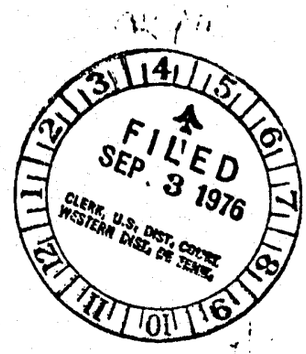
NOTE: Any or all of the abovelisted personnel may be contacted between the hours of 8:30 A.M. until 5:00 P.M., week days, in the Personnel Department - Administration Building located at 220 So. Main St. - either in person or by dialing the following phone numbers:

Mr. Turpin - 528-4479

Mr. Kruse - 528-4411 or 528-4476

Mr. Dixon - 528-4264

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION



UNITED STATES OF AMERICA, Plaintiff, and LONZOLA ARMMER, et al., Plaintiff-Intervenors,	)	
vs.	)	CIVIL ACTION NO. C-74-286
CITY OF MEMPHIS, a Municipal Corporation, Defendant and Cross-Plaintiff, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS -- LOCAL UNION NO. 1288, Defendant and Cross-Defendant.	)	
LONZOLA ARMMER, et al., Plaintiffs,	)	
vs.	)	CIVIL ACTION NO. C-74-17
MEMPHIS LIGHT, GAS AND WATER DIVISION, Defendant and Third-Party Plaintiff, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS -- LOCAL UNION NO. 1288, Third Party Defendant.	)	

ORDER

Pursuant to this Court's Order of July 13, 1976 the parties in Armmer et al. v. MLGW, C-74-14, after due notice to the members of the class who are represented in that action, and the parties in United States v. City of Memphis, et al, C-74-286, have presented to this Court for approval a consent decree in settlement of all issues raised by the Complaint in C-74-14 and of all issues except those relating to maternity disability raised in C-74-286. In addition the parties

in both suits have presented to the Court for resolution an issue regarding modification of the Memorandum of Understanding entered into between defendant Memphis Light, Gas & Water Division and Local 1288, IBEW. In deciding these matters, the Court gave full opportunity to members of the class represented in C-74-17 to present their views and objections orally and in writing. The Court has also considered a detailed stipulation of facts relating to the employment practices of the defendants which was signed by all parties, and the briefs and oral arguments submitted by the parties.

With respect to the provisions of paragraph 7(a)(2) of the Consent Decree regarding modification of the Memorandum of Understanding, the Court finds that the proposal agreed to by the plaintiffs in both actions and defendant MLGW is appropriate relief and less disruptive of the Memorandum than the counter-proposal of Local 1288. Accordingly the objections of Local 1288 to entry of that provision are overruled and its counter-proposal is rejected.

It appearing to the Court that proper notice to the class certified in C-74-17 has been given, with full opportunity for objection to be heard, that no substantial objection to the proposed settlement has been raised and that the terms of the settlement appear appropriate in light of the facts and legal requirements, the consent decree, with the provision of paragraph 7(a)(2) as agreed to by plaintiffs and defendant MLGW, is hereby entered as the order of this Court.

With respect to the distribution of compensation to members of the black affected class, as defined in the consent decree, the Court orders that by September 16, 1976, defendant MLGW shall make known to all persons in the black affected class the dates of hire and promotion and resulting point total utilized in calculating that person's share in the compensation pool.

Persons in the black affected class shall have ten (10) days from date of said notification within which to object to their individual calculation. Any unresolved dispute over such calculations shall be presented to the Court for resolution prior to October 11, 1976, to allow distribution of the compensation settlement to the class by or before that date.

Defendant Local 1288 IBEW respectfully excepts to those portions of this Order relating to the entry of paragraph 7(a)2 of the Consent Decree.

Entered this 3 day of September, 1976.

UNITED STATES DISTRICT JUDGE

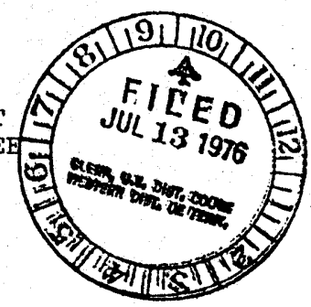
Approved:

Counsel for Plaintiff United States

Counsel for Plaintiffs Armmer et al.

Counsel for Defendant Memphis Light, Gas & Water Division

Counsel for Defendant Local 1288, IBEW



IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, and LONZOLA ARMMER, et al., Plaintiff-Intervenors, VS. CITY OF MEMPHIS, a Municipal Corporation, Defendant and Cross-Plaintiff, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS -- LOCAL UNION NO. 1288, Defendant and Cross-Defendant.	CIVIL ACTION NO. C-74-286
LONZOLA ARMMER, et al., Plaintiffs, VS. MEMPHIS LIGHT, GAS AND WATER DIVISION, Defendant and Third-Party Plaintiff, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS -- LOCAL UNION NO. 1288, Third-Party Defendant.	CIVIL ACTION NO. C-74-17

CONSENT DECREE

On January 15, 1974, 11 black employees of Memphis Light, Gas and Water Division (Lonzola Armmer, Robert Cummings, Athan Fletcher, Melvin Herron, Junior Holloway, James T. Johnson, Ozell Johnson, O'Neal Jones, James Mayo, Joseph Townsend and George Washington) filed a lawsuit, Civil Action No. C-74-17, against the Memphis Light, Gas and Water Division. On March 12, 1974, the original Complaint was amended, adding 50 additional black employees of Memphis Light, Gas and Water Division as plaintiffs. On May 16, 1974, the United States of America filed a lawsuit against the City of Memphis, alleging that the City of Memphis, including the Memphis Light, Gas and Water Division, had

engaged in a pattern and practice of racial discrimination in employment. The issues raised by the Complaint filed by the United States in Civil Action No. C-74-286 with respect to the various agencies and departments of the City of Memphis, other than the Memphis Light, Gas and Water Division, were resolved by a Consent Decree entered by the court on November 27, 1974.

In October, 1974, upon motion of the United States, Local 1288 of the International Brotherhood of Electrical Workers was added as a defendant in Civil Action No. C-74-286 pursuant to Rule 19, F.R.C.P. Subsequent thereto, the Memphis Light, Gas and Water Division filed a cross-action against Local 1288 (I.B.E.W.) in Civil Action No. C-74-286, and filed a Third-Party Complaint against Local 1288 (I.B.E.W.) in Civil Action No. C-74-17.

On December 29, 1975, upon motion by plaintiffs, Lonzola Armmer, et al., private plaintiffs were permitted to amend their Complaint in Civil Action No. C-74-17 to show that on October 20, 1975, 60 of the named plaintiffs had been notified by the Attorney General of the United States that they had a right to file a lawsuit against the defendant, Memphis Light, Gas and Water Division, as a result of previously filed charges with the Equal Employment Opportunity Commission.

On Nov. 10, 1975, an Order was entered consolidating Civil Action No. C-74-17 and C-74-286 for trial. On April 28, 1976, the plaintiffs in Civil Action No. C-74-17 were permitted to intervene in Civil Action No. C-74-286.

Lonzola Armmer, et al. (hereafter referred to as private plaintiffs) brought their lawsuit against Memphis Light, Gas and Water Division to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(e), et seq., and pursuant to 42 U.S.C. §§1981 and 1983. The suit further sought to enjoin defendant, Memphis Light, Gas and Water Division, from further violating the Thirteenth and Fourteenth Amendments to the United States Constitution. Civil Action C-74-17 was filed as a class action.

Civil Action C-74-286, filed by the United States of America, also alleged violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(e), et seq., 42 U.S.C. §1981 and the Fourteenth Amendment to the United States Constitution. Civil Action C-74-286 also alleged violations of the State and Local Fiscal Assistance Act of 1972, 31 U.S.C. §1221, et seq.

Both lawsuits challenged alleged racial discriminatory employment practices by defendants. Civil Action C-74-286 also challenged alleged sex based discriminatory employment practices by the City of Memphis, including the Memphis Light, Gas and Water Division.

The parties hereby stipulate that there has existed in the Shelby County area a history of race and sex discrimination which this decree is designed to remedy in part. The Memphis Light, Gas and Water Division will hereafter be referred to as "MLGW" and Local 1288, International Brotherhood of Electrical Workers, will hereafter be referred to as "IBEW." MLGW and IBEW deny that they are engaged at MLGW in any deliberate pattern or practice of overt race or sex discrimination

in hiring or promotion, but MLGW realizes that certain practices may have given rise to the inference that such practices of discrimination in hiring or promotion may have occurred. MLGW states that for the purpose of avoiding any further inferences of discrimination, it has taken certain steps at MLGW to increase the employment opportunities of qualified blacks and females by transfers and promotions and has instituted an affirmative action program at MLGW. IBEW, while denying it has engaged or cooperated in any pattern or practice which could be discriminatory, agrees to the extent that the Memorandum of Understanding with MLGW is contrary to this Consent Decree, this Consent Decree shall govern.

For the same purpose and with the same intent, the parties are now willing to agree to the entry of a Consent Decree providing for additional measures to be taken. All parties desire to insure that any disadvantage to blacks and females that may have resulted from any past discrimination in obtaining employment and advancement is remedied so that equal employment opportunity will be provided to all. The parties, by agreeing to the issuance of this Order, waive a hearing and findings of fact and conclusions of law on issues raised by the Complaints except as specified herein with respect to Memphis Light, Gas and Water Division.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The defendants, their officials, agents and employees, and all persons acting in concert with them in the performance of Memphis Light, Gas and Water Division functions shall not

engage in any act or practice which has the purpose or effect of unlawfully discriminating against any employee of, or any applicant or potential applicant for employment with Memphis Light, Gas and Water Division, because of such individual's race or sex, it being understood that remedial actions and practices permitted or required by this Decree shall not be deemed discriminatory. Specifically, Memphis Light, Gas and Water Division and, where applicable, International Brotherhood of Electrical Workers, shall not fail or refuse to hire, promote, upgrade, train or assign any individual or otherwise discriminate against an individual as an employee or applicant for employment with respect to compensation, terms and conditions or privileges of employment because of such individual's race or sex. No person shall be adversely affected or retaliated against in any manner by defendants because that person has opposed discriminatory policies or practices or because that person has made a charge of discrimination with any governmental agency, or testified, assisted, or participated in any manner in an investigation or prosecution of such alleged discriminatory policies or practices.

2. The purpose of this Decree is to insure that blacks and women are not placed at a disadvantage by the hiring, promotion and transfer policies of Memphis Light, Gas and Water Division, and that any disadvantage to blacks and women which may have resulted from past discrimination is remedied so that equal employment opportunities will be provided to all. The defendants have agreed that in determining whether that purpose has been achieved, an appropriate standard of comparison is the proportion of blacks and women in the Shelby County labor force. The defendants agree to undertake

as the long-term goal in this Decree, subject to the availability of qualified applicants, the goal of achieving throughout the Memphis Light, Gas and Water Division work force, proportions of black and female employees in each job classification approximating their respective proportions in the Shelby County civilian labor force, except that for those job classifications with fewer than five employees, achievement of the long-term goal will be evaluated by grouping those job classifications by salary grades and achieving those proportions of black and female employees for that group of positions within each salary grade.

(a) Except as otherwise provided in paragraphs 3 and 4, in meeting the long-term goal for black employees, defendants shall adopt and take all reasonable steps to achieve the interim goal of filling with qualified blacks at least fifty percent (50%) of all vacancies in job classifications, or salary grades as defined above, where the long-term goal has not been met.

(b) Except as otherwise provided in paragraphs 3 and 4, with respect to employment of women, the defendants shall adopt and take all reasonable steps to achieve the interim goal of filling with qualified women at least one-third (1/3) of all vacancies in job classifications, or salary grades as defined above, evaluated on the clerical schedule and at least one-third (1/3) of all vacancies in the entry level non-supervisory M-P-T pay schedule, where the long-term goal has not been met, and an overall interim goal of twenty percent (20%) of the vacancies (other than in housekeeper positions) in job classifications, or salary grades as

defined above, classified as entry level or entry level LOP positions on the trades and crafts schedule.

The parties agree to review these interim goals for women after the second year of the Decree and to modify those goals where it appears necessary to achieve promptly an appropriate level of female participation and, if necessary, to establish promotional goals for women in trades and crafts positions. Compliance with interim goals established pursuant to this Decree shall be measured on an annual basis.

3. For those positions where MLGW has in fact uniformly required engineering degrees, the defendant shall establish and take all reasonable steps to achieve an interim goal of filling at least one-third (1/3) of vacancies in such positions with qualified black and/or female applicants. The level of this interim goal shall be reviewed by the parties after the second year of this decree on the basis of the performance of MLGW during that period and the availability of black and female applicants in that professional area.

4. MLGW shall immediately review the files of all incumbent black and female employees to determine which are qualified to hold supervisory positions. These employees shall constitute a promotion pool to be augmented quarterly by other black and female employees found to be qualified.

Any black or female employee who has seniority in his or her department equal to that of the most junior white or

male foreman or supervisor in the same department at the time he or she was promoted to a foreman or supervisor, shall become a member of the promotion pool unless MLGW shall determine on the basis of a review of objective criteria of work performance and other qualifications that such employee is not qualified for supervision. In all such cases MLGW shall set forth in its periodic reports, in specific factual terms, its reason for such determination.

Utilizing this pool or outside recruitment as deemed appropriate, MLGW shall establish and take all reasonable steps to achieve a goal of filling at least 50% of the total annual vacancies in supervisory positions with blacks and females, subject to the availability of qualified applicants.

This procedure shall be continued until such time as the number of blacks and females in supervisory positions substantially meets the long-term goals established in paragraph 2 hereof. In the filling of vacancies in supervisory positions, pool members with no supervisory experience may be limited to filling vacancies at the first level of supervision.

5. For purposes of this decree, the term "affected class" shall include:

(a) All incumbent full-time black employees hired prior to January 1, 1973, into the positions of pipelayer, utility worker, helper, porter, maid, laborer, derrick helper or equivalent unskilled classifications.

(b) All female full-time incumbent employees initially hired into clerical schedule positions or as maids or housekeepers.

MLGW shall provide within thirty (30) days of entry of this Decree a list of all members of the affected class, together with each person's race and sex, current department, area and job classification, pay grade and "Division" seniority date.

6. For all purposes of promotion, transfer, layoff and assignment, the seniority utilized by a person in the affected class as defined in paragraph 5 shall be that person's "Division" seniority.

7. (a) In meeting the long term and interim goals established pursuant to this Decree, MLGW shall utilize the following procedures for filling non-supervisory positions:

(1) In filling vacancies in the bargaining unit which, under the provision of the Memorandum of Understanding, are open to bid, MLGW shall follow the procedures in the Memorandum, subject to paragraph 6 above, except that bids shall be accepted from any Division employee, and that where a member of the affected class is the senior qualified bidder who meets the minimum qualifications for the position, that person shall be selected for the vacancy.

(2) In filling vacancies in lines of progression established in the Memorandum of Understanding, MLGW

shall follow the provisions of the Memorandum of Understanding, subject to paragraph 6 above, except that when the operation of the provisions would prevent compliance with the interim goals established in this decree, MLGW shall by restricted posting, make such vacancy available to all members of the affected class, and select the senior qualified member of the affected class who has applied to promote or transfer to the position. In the event no qualified member of the affected class indicates an interest in the vacancy, selection shall be made according to the line of progression provisions of the Memorandum.

(3) Vacancies in non-bargaining unit, non-supervisory positions shall be open to all Division employees. Such vacancies shall be filled subject to the interim and long term goals established herein.

(4) A determination that utilization of the affected class remedy in 7(a)(2) above is necessary for a given promotion or transfer shall be made where the operation of the Memorandum would prevent compliance with the appropriate interim goal for that reporting period, or when considered with performance in earlier reporting periods.

(b) In meeting the interim (and long term) goals established pursuant to this Decree, MLGW shall establish on-the-job training and necessary classroom instruction programs, and regularly review its assignment of work out

of classification in a manner designed to reasonably insure that qualified black and female personnel will be available to fill vacancies as they occur in positions subject to such goals. In selecting persons for participation in training programs, MLGW shall follow the provisions of the Memorandum subject to paragraphs 6 and 7(a) above, with preference for qualified members of the affected class as defined in paragraph 5 of this Decree.

(c) Defendants agree that, in the event of a layoff or reduction in force, all reasonable steps will be taken to minimize the effect of such actions on the achievement of the goals of this decree. MLGW shall notify counsel for the plaintiffs forty-five (45) days in advance of any proposed layoff or reduction in force, specifying those persons, by race and sex, to be affected by such action, whether by transfer, demotion, layoff or termination; and specifying the effect of the actions on the achievement of the long-term goals of the decree. If such actions will have a significant adverse effect on black or female employment in those areas subject to interim goals, MLGW shall indicate what alternatives to layoff or reduction were considered and the reason for rejection of these alternatives. If counsel for the government or private plaintiffs object to the proposed action of MLGW, the parties shall meet prior to implementation of the proposal to attempt to resolve the disagreement. If agreement cannot be reached, the matter may be referred to the Court for resolution.

8. (a) MLGW shall distribute the sum of $800,000 to the incumbent employees who come within the definition of

the black affected class set out in paragraph 5(a), and to those persons who would have come within the definition of that class, but who retired on pension subsequent to March 24, 1972. Distribution of the sum shall be made on a formula to be approved later by the Court at a hearing on August 27, 1976, at 11:00 a.m.

(b) A backpay and incentive pool in the amount of $40,000 shall be established for payment to female members of the affected class who transfer to "non-traditional" positions and successfully complete the 90 day probationary period. Such payments, in the amount of $1,000 to each person qualifying, shall be made immediately to each of the persons on Attachment A. Those other women on Attachment B who are entitled to priority in transfer to non-traditional positions shall also be entitled to this payment upon successful transfer. "Non-traditional" positions for purpose of this paragraph include all positions on the T&C Schedule except Housekeeper, and all other positions held predominantly by males and requiring field work.

(c) In addition to the general relief awarded by virtue of the above paragraph, MLGW shall also provide specific relief to the individuals and in the manner specified on Attachment B hereto.

(d) The amount of $71,604.32 in attorney's fees and costs shall be paid to counsel for plaintiffs, Armmer, et al.

(e) Distribution of the group monetary relief provided for herein shall be accomplished within 45 days after approval

by the Court of this distribution provision and the accompanying notices and releases.

Other specific relief set forth in paragraph 8 shall be accomplished upon entry of the decree, unless otherwise specified.

9. No member of the affected class who makes a lateral or downward transfer for the purpose of enhancing promotional opportunities, shall be paid at a lower rate than the rate for the job from which the person transferred including any regular within grade increments the person would have received had the person remained on that job. A person utilizing rate retention pursuant to this paragraph who returns or is returned to the original job pursuant to paragraph 10, may utilize the right to rate retention on a subsequent transfer, provided, however, that this right to rate retention may not be exercised on more than three occasions. The right to rate retention shall continue until the person has reached that level in the new department or line of progression where the rate of pay is equal to or higher than that in the previously held job classification. A transferee shall lose this privilege of rate retention if the person refuses a promotion in the new department for which he or she is eligible and qualified.

10. If a member of the affected class shall transfer to a new position pursuant to paragraph 7, the person shall be given a reasonable opportunity [at least ninety (90) days] to determine if he or she wishes to remain in the position or for the employer to determine if he or she is

able to perform the job. Should the person wish to relinquish the position, or the employer determine that the person is not able to perform the job, the person may return to the previously held position with the same pay as prior to transfer and without loss of seniority. Whenever such a person is determined by the employer not to be qualified or capable of performing in the position, the employer shall submit in its periodic reports to the plaintiffs a written statement detailing the basis for the person's removal from the position.

11. All members of the affected class shall be personally notified of the provisions of this Decree and specifically of the opportunity to transfer and/or promote to other positions in MLGW when such vacancies occur and are posted for bid by the Personnel Office of MLGW. The positions will be posted on the bulletin boards of each department for a period of ten (10) work days. Application forms will be available in each area and will be accepted for an additional three (3) work days after the close of the posting period, Saturdays, Sundays and holidays excluded.

12. (a) MLGW shall discontinue the use of all examinations for hire, promotion or transfer except tests of actual job content for the position. MLGW may continue to utilize tests of actual job content until such time as a test indicates a significant adverse impact on black or female applicants. If counsel for the United States, private plaintiffs or International Brotherhood of Electrical Workers believes that any such test has significant adverse impact on blacks or females, they shall so notify MLGW and

the parties will meet within thirty (30) days to determine whether MLGW can show that the test is lawful under Title VII and the guidelines issued thereunder at 29 C.F.R. 1607 et seq. If the parties are unable to resolve the matter within forty-five (45) days of notification, the matter will be submitted to the Court for adjudication. MLGW agrees that it will not act upon the results of any such test after notification by plaintiffs, pending resolution of the matter by voluntary efforts or by the Court.

(b) Should MLGW wish to utilize examinations for hire, promotion or transfer other than skills tests covered in (a) above, copies of the tests shall be forwarded to all counsel for approval at least ninety (90) days prior to the utilization of the test results, together with sufficient information including data on the validity and the relative impact by race and sex, to show that such tests are lawful under Title VII and the guidelines issued thereunder. MLGW shall not utilize any such test results without prior written approval of all counsel, or, if the parties are unable to agree on the lawfulness of the test, prior to approval by the Court of the use of the test results.

Nothing in this paragraph shall prevent the administration of tests on a research basis during the term of this Decree, provided the results of such tests are not utilized in any manner in hiring, promotion or transfer decisions or in the evaluation of personnel, and the scores and/or relative performance of the persons tested are kept secure, i.e., are not made known to employees other than those Personnel Department employees or consultants directly involved in the analysis of the test.

13. (a) No employee or applicant for hire, promotion or transfer shall be barred from consideration by the failure to meet any formal education requirement, and the level of a formal education requirement shall not be a defense for failure to meet interim goals established hereunder unless MLGW can show by empirical studies that prior completion of such education or training is substantially related to successful performance of the job in question and required by business necessity.

(b) If a dispute arises among the parties over the employer's application of educational requirements to a black or female applicant, or over the educational requirements set out for a particular position or group of positions, they shall meet promptly to resolve the dispute. If the parties cannot agree, the matter shall be presented to the Court for resolution. International Brotherhood of Electrical Workers is restricted to objecting pursuant to this Decree to educational requirements for bargaining unit positions.

(c) MLGW shall submit all new job descriptions or modifications in the position requirements in current job descriptions to counsel for the United States and private plaintiffs at least thirty (30) days prior to the proposed date of implementation. All bargaining unit job descriptions shall also be supplied to counsel for International Brotherhood of Electrical Workers.

14. MLGW will engage in affirmative recruitment activities consistent with its obligations to take all reasonable steps to reach the goals set forth in this

Decree, and to insure that MLGW's policy of non-discrimination in hiring and promotion is emphasized to blacks and women. These recruitment activities shall include active affirmative recruitment among incumbent black and female employees for applicants for all traditionally white and/or male positions, maintaining active contact with area high schools, technical and vocational schools, and with organizations such as the Urban League, the NAACP, NOW, Operation PUSH, Tennessee Department of Employment Security, and WAGES and regularly informing them of employment opportunities in the Division. In addition, where appropriate, advertising of employment opportunities shall be placed in mass media primarily directed to black and female audiences.

15. MLGW shall inform all employees that, as a matter of company policy, racially segregated locker, restroom and eating facilities are prohibited. MLGW will also review the use of such company facilities and take all reasonable steps to assure integration including where appropriate, the closing of unnecessary facilities and the reassignment of lockers on an alphabetical, random or other appropriate non-racial basis.

16. MLGW shall retain during the period of this Decree all records necessary to support the implementation of this Decree. These records shall be made available to the Department of Justice and counsel for private plaintiffs for inspection and copying upon written requests. The records maintained shall include:

a. A list of all organizations and schools which are contacted pursuant to paragraph 14, showing the date of each contact, persons contacted, name and position of defendant's employee who made the contact and nature of the contact.

b. A summary or compilation of all other recruitment activities aimed at blacks and women, together with date(s) of such efforts, name and position of MLGW's employee who made the contact, and the nature of the contact.

c. All applications and related records for all persons seeking employment with MLGW, and all requisitions, bid slips, job announcements and related records for persons seeking or considered for transfer or promotion within MLGW. Such documents shall be race and sex identified to the extent necessary to allow monitoring of the provisions of this Decree. The records retained shall include, where applicable, copies of tests administered, and of test results.

d. All written communications between MLGW and applicants for initial hire, transfer or promotion.

e. The list of members of the supervisory pool, identified by race and sex, required by paragraph 4.

f. All records relating to the operation of the training programs required by paragraph 7(c) above, including all applications, correspondence, curriculum materials, evalution of performances, and records of training received by individuals.

17. On January 31, next following entry of the Decree, and the following July 31 and Jan. 31 of each subsequent year during the term of this Decree, MLGW shall report to all counsel the following information for the preceding six month period,

(a) A summary showing the total number of employees by race and sex in each job classification at MLGW at the end of the reporting period.

(b) A report showing the positions for which persons in the affected class have applied, name of the persons,

the dates of such applications and whether or not such applications were successful. The report should also show any positions which the persons in the affected class have been offered but which they refused, showing both the job offered and the dates thereof.

(c) A list of all employees hired since the last report was filed indicating the name, race, sex and job classification (by code and pay grade) of each.

(d) A list of all persons, by job classification, to whom promotion has been offered under paragraph 4 of this Decree and whether or not that promotion has been accepted.

(e) A breakdown of the applicant flow for MLGW by race and sex which indicates the number of applicants by race and sex hired, rejected and pending for each entry job classification.

(f) A list of all promotions by area, job code and pay grade with the name, race, sex and date of hire of the employee promoted and the date of the promotion.

(g) A summary of all minority recruitment efforts, indicating all sources and media which were utilized.

(h) A list of tests utilized with test and job identified, and showing test results including scores if applicable by name, race and sex. A copy of the test may be examined upon written request.

(i) A summary of training provided, including lists of all persons by race and sex being provided training by department, skills or positions being trained for, and amount and type of training received. The report shall include a computer printout of work out-of-classification during the reporting period, showing for each person the race/sex code, current area and job code and out of class area and job code and hours worked.

18. Copies of this Decree shall be posted by MLGW in conspicuous locations within each area. Further, MLGW shall appoint an EEO officer whose duties shall include:

(a) To advise black and female employees of the terms of this Decree;

(b) To receive and investigate complaints of race and sex discrimination, and to conciliate when appropriate; and

(c) To maintain a complete record of all actions taken in pursuit of the duties outlined above, including all correspondence directed to the MLGW and/or any investigatory files. The individual appointed as EEO officer shall be sensitive to the issues involved in this matter and the person's office hours and location shall be posted conspicuously beside the Consent Decree.

19. All parties agree to submit to the Court for adjudication the following issues only:

(a) Issues relating to the modification in 7(a)(2), for the purpose of eliminating the effects of past discrimination, of the selection procedure established for bargaining unit positions under the Memorandum of Understanding entered into between MLGW and IBEW Local 1288.

(b) Issues in Civil Action No. C-74-286 relating to the sick leave, pregnancy leave and pregnancy disability policies and practices of MLGW, including issues of compensation and seniority relief.

The parties agree to the entry by the Court of all other terms of the attached Decree in resolution of the remaining issues raised with respect to MLGW by the complaints in these consolidated suits.

For the purposes of resolving the issues raised in (b) above, the parties in that suit will be allowed to reopen discovery solely on those issues for a period of sixty (60) days from entry of this Order, and a hearing on those issues shall be set by the Court on October 4, 1976.

For purposes of deciding the issues in (a) above, the parties will enter into stipulations of fact and submit the issue to the Court for hearing on August 27, 1976, at 11:00 a.m.

20. The Court retains jurisdiction of this action for such further orders as may be appropriate. At any time after five years subsequent to the date of the entry of this Consent Order, the MLGW may move the Court upon forty-five

(45) days' notice to counsel for the parties for dissolution of this Decree, and in considering whether the Decree should be dissolved, the Court will take into account whether MLGW has substantially complied with this Decree and whether the basic objectives of the Decree have been achieved.

UNITED STATES DISTRICT JUDGE

APPROVED:

FOR THE UNITED STATES

Gerald F. George, Esq.
Grover G. Hankins, Esq.
Naomi E. White, Esq.
United States Department of Justice

FOR THE PRIVATE PLAINTIFFS

Louis R. Lucas, Esq.

Barbara B. Dickey, Esq.
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